

| | | | | | |
|--|-------------------------|---|--|-------------------------------|--------------------------|
| SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i> | | 1. SOLICITATION NO. W911RQ-07-B-0002-0001 | 2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP) | 3. DATE ISSUED 21-Jun-2007 | PAGE OF PAGES 1 OF 16 |
| IMPORTANT - The "offer" section on the reverse must be fully completed by offeror. | | | | | |
| 4. CONTRACT NO. W911RQ-07-C-0009 | | 5. REQUISITION/PURCHASE REQUEST NO. SEE SCHEDULE | | 6. PROJECT NO. | |
| 7. ISSUED BY RED RIVER ARMY DEPOT DIRECTORATE FOR CONTRACTING 100 MAIN DRIVE BUILDING 431 TEXARKANA TX 75507-5000 TEL: FAX: | | CODE W911RQ | 8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE See Item 7 TEL: FAX: | | |
| 9. FOR INFORMATION CALL: | A. NAME HELEN THOMAS | | B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 903-334-3328 | | |
| SOLICITATION | | | | | |
| NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder". | | | | | |
| 10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> SEE STATEMENT OF WORK SECTION C | | | | | |
| 11. The Contractor shall begin performance within <u>14</u> calendar days and complete it within <u>28</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i> | | | | | |
| 12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | 12B. CALENDAR DAYS |
| 13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>03:00 PM</u> <i>(hour)</i> local time <u>14 Jun 2007</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>30</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected. | | | | | |

| SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i> | | | | | | | | | | |
|---|--|---|--------------------|-------------|---|--|--|---------------------------------------|--|--|
| OFFER (Must be fully completed by offeror) | | | | | | | | | | |
| 14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> MCGILL CONSTRUCTION JEFFERY MCGILL 205 BROWN RD PENSACOLA FL 32507-3707 | | | | | 15. TELEPHONE NO. <i>(Include area code)</i> 850-485-5609 | | | | | |
| CODE 4QDW7 | | | | | 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> See Item 14 | | | | | |
| | | | | | FACILITY CODE | | | | | |
| 17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. <i>(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)</i> | | | | | | | | | | |
| AMOUNTS | | SEE SCHEDULE OF PRICES | | | | | | | | |
| 18. The offeror agrees to furnish any required performance and payment bonds. | | | | | | | | | | |
| 19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i> | | | | | | | | | | |
| AMENDMENT NO. | | | | | | | | | | |
| DATE | | | | | | | | | | |
| 20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i> | | | | | 20B. SIGNATURE | | | 20C. OFFER DATE | | |
| AWARD (To be completed by Government) | | | | | | | | | | |
| 21. ITEMS ACCEPTED: <div style="font-size: 24pt; font-weight: bold; text-align: center; margin-top: 10px;">SEE SCHEDULE</div> | | | | | | | | | | |
| 22. AMOUNT \$75,220.00 | | 23. ACCOUNTING AND APPROPRIATION DATA See Schedule | | | | | | | | |
| 24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> | | | | ITEM | 25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | | |
| 26. ADMINISTERED BY HELEN THOMAS PHONE: 903-334-3328 FAX: 903-334-4141 HELEN.THOMAS3@US.ARMY.MIL TEXARKANA TX 75507-5000 | | | CODE W911RQ | | 27. PAYMENT WILL BE MADE BY: CODE HQ0303 DFAS - ROCK ISLAND OPERATING LOCATION ATTN: DFAS-RI-FPV BLDG 68 ROCK ISLAND IL 61299-8300 | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE | | | | | | | | | | |
| <input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract. | | | | | <input checked="" type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award commutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary. REF: | | | | | |
| 30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> | | | | | 31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> CHARLIE D. HARRIS, JR. / CONTRACTING OFFICER TEL: 903-334-2218 EMAIL: charlie.d.harris@us.army.mil | | | | | |
| 30B. SIGNATURE | | | 30C. DATE | | 31B. UNITED STATES OF AMERICA BY | | | 31C. AWARD DATE 21-Jun-2007 | | |

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|----------------|-------------|-------------|
| 0001 | | 1 | Each Per Month | \$36,250.00 | \$36,250.00 |

Removal and Disposal

FFP

Provide labor, tools, equipment, and materials required to perform the following tasks in the Basement of Bldg 373:

1. Remove the old and unused auxiliary compressed air equipment including the tank and compressor.
2. Remove the oil piping that is marked with yellow "REMOVE" tape.
3. Remove the three oil reclaimers (PM 11374, 75, and 76) and three oil tanks (PM 3146, 3148, and 3150).
4. Remove the equipment pads that were under two oil reclaimers (PM 11374 and 75).
5. Remove and dispose of all the excess equipment and materials. This must be done on Sunday to avoid interrupting shop production.
6. Clean up the oil and debris from where the equipment and materials were removed.
7. Dispose of all the excess materials and cleaning supplies off-depot.

Contractor shall not remove any of the oil piping on Tank 5776 or the existing oil pumps.

SITE VISIT:

The Contractor is encouraged prior to submission of bid, to visit Red River Army Depot, Bldg 373, during normal working hours to clarify any questions the Contractor may have concerning the Scope of Work. The Contractor shall notify the Contracting Officer Representative at least twenty-four (24) hours in advance to schedule a site-visit. Contact Anthony Hansley, 903-334-3272, to schedule a site-visit.

FOB: Destination

PURCHASE REQUEST NUMBER: A3B60070720001

| | |
|---------|-------------|
| NET AMT | \$36,250.00 |
|---------|-------------|

| | |
|---------------------|-------------|
| ACRN AA | \$36,250.00 |
| CIN: A3B60070720001 | |

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|------|-------------|-------------|
| 0002 | | 1 | Each | \$38,970.00 | \$38,970.00 |

Installation
FFP
Provide labor, tools, equipment, and materials required to perform the following tasks in the Basement of Bldg 373:
1. Field fit piping, valves, and pumps IAW Drawing 2006-260 (attached).
2. Tie into one of the existing 2" oil lines at the oil shed.
3. Reroute this line to the existing 2000 gal double containment oil storage tank on the S side of the oil shed. This line is marked with red letters.

FOB: Destination
PURCHASE REQUEST NUMBER: A3B60070720002

| | |
|---------|-------------|
| NET AMT | \$38,970.00 |
|---------|-------------|

| | |
|----------------------|-------------|
| ACRN AB | \$38,970.00 |
| CIN: AA3B60070720002 | |

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|--|--------|
| 0001 | 4 wks. ADC | 1 | RED RIVER ARMY DEPOT HEADQUARTERS M/F BLDG 15 100 MAIN DRIVE TEXARKANA TX 75507-5000 FOB: Destination | W911RQ |
| 0002 | 4 wks. ADC | 1 | (SAME AS PREVIOUS LOCATION) FOB: Destination | W911RQ |

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.AAPP6D 25403B6000A3B600707200015R38ML041117
AMOUNT: \$36,250.00
CIN A3B60070720001: \$36,250.00

AB: 97X4930.AAPP6D 25403B6000A3B600707200025R38ML041117
AMOUNT: \$38,970.00
CIN AA3B60070720002: \$38,970.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------|--|----------|
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-7 | Anti-Kickback Procedures | JUL 1995 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | SEP 2005 |
| 52.204-7 | Central Contractor Registration | JUL 2006 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | NOV 2006 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.211-12 | Liquidated Damages--Construction | SEP 2000 |
| 52.211-13 | Time Extensions | SEP 2000 |
| 52.214-29 | Order Of Precedence--Sealed Bidding | JAN 1986 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.222-1 | Notice To The Government Of Labor Disputes | FEB 1997 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation | JUL 2005 |
| 52.222-6 | Davis Bacon Act | JUL 2005 |
| 52.222-7 | Withholding of Funds | FEB 1988 |
| 52.222-8 | Payrolls and Basic Records | FEB 1988 |
| 52.222-9 | Apprentices and Trainees | JUL 2005 |
| 52.222-10 | Compliance with Copeland Act Requirements | FEB 1988 |
| 52.222-11 | Subcontracts (Labor Standards) | JUL 2005 |
| 52.222-12 | Contract Termination-Debarment | FEB 1988 |
| 52.222-13 | Compliance with Davis-Bacon and Related Act Regulations. | FEB 1988 |
| 52.222-14 | Disputes Concerning Labor Standards | FEB 1988 |
| 52.222-15 | Certification of Eligibility | FEB 1988 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-27 | Affirmative Action Compliance Requirements for Construction | FEB 1999 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-39 | Notification of Employee Rights Concerning Payment of Union Dues or Fees | DEC 2004 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | AUG 2003 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-14 | Toxic Chemical Release Reporting | AUG 2003 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-9 | Buy American Act--Construction Materials | JAN 2005 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | FEB 2006 |
| 52.227-1 | Authorization and Consent | JUL 1995 |
| 52.227-4 | Patent Indemnity-Construction Contracts | APR 1984 |
| 52.228-11 | Pledges Of Assets | FEB 1992 |

| | | |
|--------------------|---|----------|
| 52.228-12 | Prospective Subcontractor Requests for Bonds | OCT 1995 |
| 52.228-13 | Alternative Payment Protections | JUL 2000 |
| 52.228-15 | Performance and Payment Bonds--Construction | NOV 2006 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.232-5 | Payments under Fixed-Price Construction Contracts | SEP 2002 |
| 52.232-17 | Interest | JUN 1996 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-27 | Prompt Payment for Construction Contracts | SEP 2005 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.236-1 | Performance of Work by the Contractor | APR 1984 |
| 52.236-2 | Differing Site Conditions | APR 1984 |
| 52.236-3 | Site Investigation and Conditions Affecting the Work | APR 1984 |
| 52.236-4 | Physical Data | APR 1984 |
| 52.236-5 | Material and Workmanship | APR 1984 |
| 52.236-6 | Superintendence by the Contractor | APR 1984 |
| 52.236-7 | Permits and Responsibilities | NOV 1991 |
| 52.236-8 | Other Contracts | APR 1984 |
| 52.236-9 | Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements | APR 1984 |
| 52.236-10 | Operations and Storage Areas | APR 1984 |
| 52.236-11 | Use and Possession Prior to Completion | APR 1984 |
| 52.236-12 | Cleaning Up | APR 1984 |
| 52.236-13 | Accident Prevention | NOV 1991 |
| 52.236-13 Alt I | Accident Prevention (Nov 1991) - Alternate I | NOV 1991 |
| 52.236-14 | Availability and Use of Utility Services | APR 1984 |
| 52.236-16 Alt I | Quantity Surveys (Apr 1984) - Alternate I | APR 1984 |
| 52.236-17 | Layout of Work | APR 1984 |
| 52.236-21 Alt I | Specifications and Drawings for Construction (Feb 97) - Alternate I | APR 1984 |
| 52.236-21 Alt II | Specifications and Drawings for Construction Alternate II | APR 1984 |
| 52.236-26 | Preconstruction Conference | FEB 1995 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-14 | Suspension of Work | APR 1984 |
| 52.243-5 | Changes and Changed Conditions | APR 1984 |
| 52.244-6 | Subcontracts for Commercial Items | MAR 2007 |
| 52.246-12 | Inspection of Construction | AUG 1996 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.248-3 | Value Engineering-Construction | SEP 2006 |
| 52.249-1 | Termination For Convenience Of The Government (Fixed Price) (Short Form) | APR 1984 |
| 52.249-10 | Default (Fixed-Price Construction) | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 1984 |
| 52.252-2 | Clauses Incorporated By Reference | FEB 1998 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2004 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | NOV 2003 |
| 252.223-7001 | Hazard Warning Labels | DEC 1991 |

| | | |
|--------------|---|----------|
| 252.227-7033 | Rights in Shop Drawings | APR 1966 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests | MAR 2007 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.236-7000 | Modification Proposals-Price Breakdown | DEC 1991 |
| 252.236-7008 | Contract Prices-Bidding Schedules | DEC 1991 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.000-4003 ISO 9001:2000 REGISTERED

Red River Army Depot, an ISO 9001:2000 registered industrial complex, is committed to quality.

52.000-4004 Order of Precedence – TACOM (Jan 2006)

(a) In accordance with Army Policy issued 12 Jul 05, subject: Proper Use of Non-Department of Defense (Non-DoD) contracts, DoD unique terms have been added to this order.

(b) In the event a conflict or inconsistency exists between the terms of this order and the terms and conditions of the underlying contract, the terms and conditions of this order shall govern.

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer Charlie D. Harris, Jr. and shall not be binding until so approved.

(End of clause)

52.204-4058 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

- (1) Furnished as an attachment to its offer; or
- (2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or
- (3) Furnished upon receipt of a specific request for the

information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **14** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 28 calendar days after the Contractor receives the notice to proceed . The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding _____ dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

(End of clause)

52.222-4029 WAGE RATES

The attached schedule of Wage Rates No. TX070004 was authorized by the Secretary of Labor to be the prevailing wage rates for construction and maintenance contracts at Red River Army Depot, Bowie County, Texarkana, Texas. Any change of wage rates will be issued by addendum prior to opening of bids.

A copy of the Service Contract Act wage determination may be downloaded at website <http://www.wdol.gov>.

52.222-4089 HOURS OF WORK

The hours of work on this contract will be from 6:30 AM until 5:00 PM, Monday thru Thursday (except holidays), unless other hours are specifically approved by the Contracting Officer.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be

effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-4023 BONDS (OCT 1992)

(a) Bid Guarantee. A bid guarantee shall be submitted with any bid in excess of \$100,000. For bids requiring a bid guarantee, each bidder shall submit with the bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in FAR Clause 52.228-1, in the form of at least twenty percent (20%) of the bid price but shall not exceed \$3 million. The penal sum may be expressed in terms of percentage of the bid price or may be expressed in dollars and cents.

(b) Performance and Payment Bonds. For resulting contracts in excess of \$100,000, within ten (10) days after receipt of the notice of award two bonds, each with good and sufficient surety or sureties acceptable to the Government, shall be furnished: a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The Government shall not issue a notice to proceed or allow the contractor to start work, until acceptable bonds are received.

(c) The penal sums of the performance and payments bonds will be as follows:

(1) Performance Bond: The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

(2) Payment Bond: The penal amount of payment bonds shall equal:

- (i) Fifty percent (50%) of the contract price if the contract price is not more than \$1 million;
- (ii) Forty percent (40%) of the contract price if the contract price is more than \$1 million but not more than \$5 million; or
- (iii) \$2.5 million if the contract price is more than \$5 million.

52.228-4026 SCHEDULE OF REQUIRED INSURANCE

(i) Workmen's compensation and employer's liability insurance in compliance with applicable state statutes, with a minimum employers liability coverage of \$100,000.00.

(ii) Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000.00 per occurrence. No property damage liability insurance is required.

(iii) Comprehensive automobile insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$20,000.00 per accident for property damage.

52.232-4001 ELECTRONIC FUND TRANSFER

The government payment office has determined that payment under this contract will be made by Electronic Funds Transfer (EFT). This determination is made in accordance with FAR Clause 52.232-33 and is effective no later than 1 October 1997.

52.232-4059 CONTRACTOR INVOICE

Payment will be made via Electronic Fund Transfer to the EFT address loaded in the Central Contractor Register (CCR).

Following are items that must be on your invoice:

1. Name and address of contractor/vendor.
2. Invoice date.
3. Contract or purchase order number.
4. Line item number, with description, quantity, unit of measure, unit price and extended price of supplies delivered or services performed.
5. Shipping and payment terms (for example, shipment number and date of shipment, prompt payment discount terms). Bill of lading number and shipment will be shown for shipments on government bills of lading.
6. Name and address of contractor official to whom payment is to be sent (if remittance is to an address other than that on contract/purchase order, and a proper "Notice of Assignment" or separate remittance address is indicated in contract/purchase order).
7. Name, title, telephone number and mailing address of person to be notified in event of a defective invoice.
8. Any other information or documentation required by the contract/purchase order (evidence of shipment, acceptance test, etc.).

All of the above invoice information should be submitted in electronic format in accordance with DFAR 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2007).

Red River Army Depot Payment Office is:

DFAS - Rock Island Operating Location
ATTN: DFAS-RI-FPV Bldg 68
Rock Island, IL 61299-8300

52.236-4030 LOCAL RULES AND REGULATIONS

The contractor, all subcontractors, and suppliers shall be governed by police regulations on the installation. The following local rules and regulations will be strictly complied with:

- (a) Employment of Labor:
 - (i) Security regulations
 - (ii) Passes and badges
- (b) Traffic:
 - (i) Designated routes
 - (ii) Passes
 - (iii) Insurance
 - (iv) Parking regulations
- (c) Highway barricades and warning signs
- (d) Safety

- (e) Temporary structures
- (f) Fire prevention and protection
- (g) Utilities

52.236-4031 SECURITY REGULATIONS

(a) All contractors, subcontractors, and their employees are responsible for complying with the following regulations:

(i) Items forbidden on the depot include "strike anywhere" matches, alcoholic beverages, narcotics, photographic equipment, unauthorized tools, firearms, explosives and illegal knives (stilettoes, switchblades, hook blades, and blades over three inches in length).

(ii) Personnel will not retain passes and badges upon job completion or termination, enter depot in an intoxicated condition, fight, gamble, picket, or create a disturbance. Failure to return badges will cost your firm \$50.00 per badge.

(iii) Contractor will ensure that all contractor employees comply with all applicable fire, safety, and security requirements and adhere to all applicable state and federal labor laws and regulations.

(b) General Instructions:

(i) All depot traffic regulations will be observed.

(ii) Predetermined work routes will be followed with no deviation.

(iii) All personal vehicles and containers are subject to search and confiscation of unauthorized items while on the depot (with or without presence of owner).

(iv) Notorious misconduct off the depot may be sufficient grounds for denying entrance to the depot.

(v) POV'S must have a minimum insurance coverage and state inspection sticker, in accordance with Texas State Laws.

(vi) All personnel will adhere to all depot fire, safety, security, and other applicable regulations.

52.236-4032 SAFETY AND OCCUPATIONAL HEALTH REQUIREMENTS

(a) The contractor shall furnish all personnel and material necessary for the prevention of accidents, injury or damage to employees or equipment while operating on a Federal reservation. Also includes personnel and equipment necessary for the prevention of accidental damage to Government property, Federal employees or other U.S. Government contractor personnel.

(b) The contractor and his employees to include subcontractors and their employees, will comply with all Federal, state and local laws pertaining to traffic safety and safety of public rights of way. In addition, the contractor or his authorized agent will comply with the Occupational Safety and Health Act Parts 1910 and 1926, the U.S. Army Engineer Manual 385-1-1, Army Regulations, Red River Regulations 385-1, and the Uniform Code of Traffic Control Devices.

(c) Each contractor shall have a written contractors safety program and policy. In cases where the subcontractor has a written regulation for its employees, a copy of that regulation will be forwarded to the contractor for forwarding to the Contracting Officer, prior to commencement of work.

(d) Subcontractors and Employees. Each subcontractor shall be considered a contractor employee for purposes of this section.

(e) Warning signs, barricades, and detours. The contractor shall furnish and erect adequate warning signs, flashing lights, and barricades to properly control traffic movements around or through the construction site. The contractor shall provide and maintain any detours or crossovers necessary for the safety and convenience of traffic.

(f) Contractor and Employee Vehicles. Contractor vehicles must meet with current state safety regulations and an appropriate sticker affixed in the lower left corner of the windshield. Vehicles not meeting the state safety codes will not be allowed on RRAD. Those which have a safety inspection expire while on RRAD will be removed and properly recertified NLT 15 days prior to the expiration date. Vehicles found to be out of inspection date will be ordered off of the depot and the contractor decal removed. Vehicles found by RRAD Safety personnel to be unsafe for RRAD operations will be brought to the attention of the contractor who will either repair the vehicle or remove it.

(g) Contractors are responsible for their employees' conduct and their vehicles. Employees with unsafe vehicles will be required to remove them from RRAD until they can be repaired.

(h) Accidents, other than minor first aid injuries, will be reported directly to the RRAD Safety Office at 2115 during duty hours. These are reportable on a Department of Army Form 285 when they occur on U.S. Federal property. The RRAD Safety Office will assist in the preparation of all accident reports at no cost to the contractor.

(i) The Contracting Officer will notify the contractor in writing of any observed non-compliance with the foregoing provisions. The contractor shall, after receipt of such notice, immediately take corrective action. The Safety Manager may make direct contact with a contractor or his authorized representative for conditions of imminent danger to life or U.S. Government property. In such cases, the Contracting Officer will be immediately notified. In cases which have the potential for embarrassment to the U.S. Government, or Red River Army Depot, the Contracting Officer will notify the contractor verbally to be followed up by a written report of the situation and the action to be taken to correct it. If the contractor fails or refuses to promptly take corrective action, the Contracting Officer will issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of a claim for extension of time or for excess costs or damages by the contractor unless it was later determined that the contractor was in compliance.

52.236-4033 FIRE PREVENTION AND PROTECTION

The contractor shall comply with all fire prevention measures prescribed in the installation fire regulations, a copy of which is on file in the office of the Contracting Officer. A written fire permit shall be obtained from the installation fire marshall for use of open flame devices, such as: blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment in, or within 15 feet of buildings. The contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the contractor, including failure to comply with fire prevention measures prescribed by terms of this contract.

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-4003 PERSON TO CONTACT AFTER AWARD

NAME: HELEN THOMAS
TELEPHONE: 903.334.3328
E-MAIL: helen.thomas3@us.army.mil

52.242-4004 ADMINISTERING CONTRACTING OFFICER

NAME: Charlie D. Harris, Jr.

ADDRESS: Red River Army Depot
100 Main Drive
ATTN: AMSTA-RR-P
Texarkana, Texas 75507-5000

TELEPHONE: (903)334-2218
(903)334-2628 (fax)

E-MAIL: cdharris@redriver-ex.army.mil